General Terms and Conditions of Sale

Business sales | November 16, 2026

Netstar Ventures BV, trading as Niveo Professional. Office address: Olympia 2D, 1213 NT Hilversum, The Netherlands. Dutch Business Register (KVK): 82793379. VAT ID: NL862607103B01. In these Terms, “Netstar” means Netstar Ventures BV.

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Article 1. Applicability

These Terms apply to business-to-business offers and agreements made by Netstar, including future transactions and related legal relationships, including claims arising from a wrongful act. Netstar offers Niveo Professional products for business sales only. The buyer must act in the course of its trade, business, craft, or profession. Netstar makes no consumer offers under these Terms.

These Terms apply solely to Netstar Ventures BV as seller. Independent distributors and resellers sell on their own terms. These Terms do not affect mandatory rights a consumer may have against their seller. Any other terms referred to by the buyer are expressly rejected unless Netstar agrees to them in writing.

Article 2. Offers

All offers made by Netstar are free of obligation. Agreements with Netstar will only take effect following written confirmation of the agreement by Netstar or upon actual performance of the agreement by Netstar.

Article 3. Dimensions, weights, drawings, images, technical data, samples and models

1. All dimensions, weights and technical data as referred to in the offers, catalogues, stock directories, circulars, advertising materials and/or as referred to within the framework of special offers are approximations only and free of obligation, unless Netstar expressly provides a written guarantee for these matters.

2. If Netstar demonstrates or provides a model, sample or example, this is most likely for indicative purposes only: the appearance of the goods to be delivered may differ from the sample, model or example, unless Netstar expressly provides a written guarantee in that respect.

3. Products requiring an official seal of approval pursuant to Dutch regulations are delivered by Netstar in the version for which the seal of approval was issued. The products offered by Netstar are essentially intended for sale on the Dutch market. If any goods delivered in the Netherlands are used outside the Netherlands, Netstar cannot guarantee that these goods comply with the technical requirements or standards prescribed by the laws or regulations of the country where the goods are to be used.

4. All technical requirements of the deliverable goods demanded by the buyer which are different from the standard requirements, must be expressly stated by the buyer in writing upon conclusion of the purchase agreement.

Article 4. Copyright and intellectual property rights

1. The copyrights on images, drawings, schemes, works, designs as well as on all items published, multiplied and/or disclosed by Netstar are exclusively vested in Netstar. Full and/or partial disclosure and/of multiplication thereof is only allowed following prior written approval of Netstar

2. Only upon prior written approval by Netstar will the buyer be allowed to use Netstar works (including but not limited to drawings, models, designs).

3. If the buyer infringes third-party intellectual property rights by using goods delivered by Netstar, the buyer will hold Netstar harmless for any such infringement.

Article 5. Prices

1. Netstar and the buyer are bound by the price mutually agreed on. Without prejudice to the above, Netstar will have the right to adapt the price agreed on in the event of increases in respect of cost price, foreign currency rates, import duties, taxes, margin schemes, wages, prices of raw materials, currency exchange rates and other similar factors applicable at the time the agreement with Netstar is concluded.

2. Unless expressly indicated otherwise in writing, all prices listed are unit prices, excluding value added tax and any other charges, such in the broadest sense of the word. Netstar will at all times be allowed to pass on these charges to the buyer.

3. Netstar will have the right to charge the buyer carriage costs in accordance with the rates of carriage applicable at the time Netstar performs (partial) delivery. These rates will be provided to the buyer upon first request.

Article 6. Delivery

1. Unless agreed otherwise in writing, delivery will be EXW.

As from the moment Netstar actually delivers the goods, regardless of whether it concerns delivery directly to the buyer or to a person designated by the buyer, the expense and risk of the goods will pass to the buyer. Any such moment of delivery will in any event be considered the moment of load-in by the buyer and/or the person designated by the buyer.

2. If a case of force majeure obstructs carriage of the goods to the place of destination agreed on, Netstar will have the right to store these goods at the expense and risk of the buyer and demand payment from the buyer for storage costs, such without the buyer having any right of suspension and/or set-off with regard to this payment.

3. The buyer will be held to take possession of the goods as soon as these are provided to the buyer by Netstar, regardless of whether this is done by means of delivery at the buyer's address or whether the goods are made available at an address of Netstar. If the buyer refuses to take possession of the goods (such including rendering it impossible for Netstar to make the delivery), Netstar will have the right to store and/or insure the goods at the expense and risk of the buyer.

4. Netstar is authorised to make partial deliveries and invoice these accordingly.

7. If the parties have agreed on delivery on demand, the buyer will be held to take possession of the goods according to the demand and delivery scheme agreed on, whereby the risk in the goods will pass to the buyer in each single instance.

Article 7. Delivery terms

The delivery terms indicated by Netstar are given by approximation only and will in no event constitute a firm deadline.

Article 8. Dissolution and suspension by Netstar

1. If the buyer fails to meet one or more obligations, or fails to do so in a timely manner, Netstar will be authorised to proceed to out-of-court dissolution of all agreements with the buyer, such without any further warning or notice of default being required. Any such dissolution will in no event result in liability on the part of Netstar for any resulting damage incurred or to be incurred by the buyer. Moreover, any such case(s) of dissolution will not prejudice any of Netstar's rights to damages. Full or partial dissolution will at all times result in a general obligation for the buyer to settle with Netstar all matters due and payable, now or in the future.

2. Netstar will at all times be authorised to suspend performance if the buyer fails to meet any obligation towards Netstar or if Netstar has good cause to fear this. Netstar can never be held to be in default towards the buyer as a result of this.

Article 9. Payment

1. Payment must be 100% prepaid by transfer into the bank account number indicated by Netstar. Following expiry of this term, the buyer will be held to be in default without any notice to that end being required; as from the moment of default, the buyer will be due the statutory commercial interest over the outstanding amount, such with a minimum interest compensation of 1.5% per month.

2. In the event of winding-up, or bankruptcy of the buyer, or if the buyer applies for suspension of payments, Netstar will have the right to demand immediate fulfilment of the obligations by the buyer. The buyer will be held to inform Netstar in writing of any – anticipated – payment problems. In the event of arrears in payment, the buyer will be held to inform Netstar in writing about the buyer's financial circumstances.

3. Payments made will first go to reduce the costs, then the interest due and finally to reduce the (oldest) principal sum and the accrued interest, regardless of any statement of the buyer to the effect that the payment made relates to an invoice of a later date.

4. If the buyer is in default or fails to meet one or more of its obligations, all costs reasonably made by Netstar in order to obtain out-of-court fulfilment of the obligations as well as all legal costs actually made will be for the account of the buyer. These out-of-court collection costs are set at 15% of the outstanding principal sum, such with a minimum of € 150.

5. Netstar will have the right to demand security, such including but not limited to payment in advance of deliveries already made and/or yet to be made.

6. Netstar will at all times be allowed to have items sent C.O.D., also insofar as this is contrary to earlier arrangements.

7. The buyer will not be authorised to proceed to set-off or suspension, and is held to meet any relevant payment obligation(s) without any further discount.

Article 10. Force Majeure

Force majeure is understood to mean any failure on the part of Netstar to perform its obligation(s) towards the buyer as a result of a cause beyond Netstar's control. In the event of one or more of the circumstances referred to below, as a result of which Netstar is not able to perform its obligations towards the buyer, in whole or in part, or in a timely manner, this will constitute a case of force majeure on the part of Netstar whereby the failure or circumstances in question are beyond Netstar's control: strikes by suppliers of Netstar, unannounced strikes or political strikes in the Netstar business, riots, terrorism, sabotage, boycotts, extreme weather conditions, technical or mechanical disturbance, fire or any other circumstances beyond the control of Netstar, lack of raw materials, lack of staff required for performance of the agreement, and all other circumstances which cannot

be attributed to Netstar, neither pursuant to the law or legal act, nor pursuant to generally accepted practice.

Article 11. Retention of title

1. Netstar retains title of the goods delivered until the buyer has fulfilled the following obligations towards Netstar:

• obligations in respect of the payment for all goods delivered or to be delivered by Netstar to the buyer pursuant to any agreement;

• obligations under agreements pursuant to which the performance of certain activities is stipulated in addition to the delivery of the goods; and/or

• payment of claims for non-fulfilment of the obligations arising from the above-mentioned agreements and/or payment of claims on account of unlawful acts by the buyer towards Netstar.

2. The buyer is held to place at the disposal of Netstar any goods, as well as any components and new composite goods, delivered by it under retention of title, such without delay and at Netstar's first request. The buyer now for then provides Netstar with irrevocable authorisation to access the places where the goods in question are stored in order to take back these goods, such without prejudice to Netstar's right to payment of full damages.

3. As long as the buyer has not acquired title to the goods delivered by Netstar, the buyer will not be allowed to create a right of pledge on the goods or encumber the goods in any other way for the benefit of a third party. Moreover, the buyer will not be authorised to pledge or transfer any claims on Netstar to third parties (assignment) without the prior approval of Netstar.

4. The buyer will be held to resell any goods delivered by Netstar under retention of title.

5. Following any reasonable request to that end by Netstar, the buyer will immediately take all possible protective measures to maintain Netstar's retention of title.

6. At Netstar's first request, the buyer will be held:

• to take out and maintain Insurance for the goods delivered under retention of title

• to pledge to Netstar all claims of the buyer on insurers with regard to the goods delivered under retention of title, such in the way prescribed in Article 239, Book 3 Dutch Civil Code; and/or

• to pledge the claims acquired by the buyer towards his clients in reselling the goods delivered by Netstar under retention of title, such in the way prescribed in Article 239, Book 3 Dutch Civil Code.

Article 12. Limitation of liability

1. Any liability on the part of Netstar, including liability for failure to perform properly and/or on time, will be limited to the amount equalling 100% of the net invoice value (i.e., the gross invoice value minus the VAT, any other government levies, costs of carriage and insurance) of the delivered goods with regard to which the damage has arisen. Netstar can never be held liable for indirect and/or consequential damage, such including, but not in any case limited to loss of profits and/or reduced revenues and/or trading loss and/or any damages or penalty payable by the buyer to third parties.

2. Without prejudice to the limitation of liability in paragraph 1 above, the liability of Netstar will in any case, regardless of the basis of the liability, be limited to the maximum amount for which there is actual cover under any Insurance and/or to the maximum amount for which recovery from third parties appears possible, such increased by Netstar's insurance excess and in no event exceeding an amount of € 100,000 (one hundred thousand euro).

3. The buyer indemnifies Netstar against any claims, regardless of their basis, from any third parties, such including employees of the buyer who allege to have incurred damage as a result of and/or in relation to goods delivered by Netstar to the buyer.

4. Netstar can never be held liable for any failure by auxiliary persons engaged by it, such including liability for cases of intent or gross negligence.

This article applies to the extent permitted by mandatory law and does not limit obligations expressly undertaken in the applicable Product Warranty.

Article 13. Commercial warranty, delivery complaints and returns

Commercial product warranty

The Niveo Professional Product Warranty applicable to the purchase governs commercial warranty coverage, eligibility, claims, and remedies. If these Terms conflict with that statement on a commercial warranty matter, the warranty statement prevails.

Coverage and registration. Netstar Ventures BV provides a 36-month limited commercial warranty from delivery against defects in design, materials, and manufacture. Batteries are covered for 24 months from delivery. Register within 30 days of purchase. Coverage applies to products purchased through an authorized Niveo Professional channel and used in the country of purchase. Used or resold equipment is excluded unless Niveo Professional has granted written refurbishment approval for that equipment.

Use and installation. The commercial warranty excludes improper handling, incorrect use, operation outside specified product or environmental limits, opening or tampering with the enclosure, and unauthorized repairs.

Enterprise switch extension. Eligible Enterprise switches in the NGSM product family receive seven additional years beyond the standard 36 months, for up to 10 years total, when registered within 30 days of purchase and correctly used in their original installation throughout the coverage period. Contact Niveo with the exact model to confirm eligibility. For extended warranty claims, the buyer is responsible for shipping charges to the extent permitted by applicable law.

Making a claim. Contact support@niveoprofessional.com or +1 855 406 4836 with your model, serial number, proof of purchase, and a description of the fault. Niveo support must confirm the fault and issue an RMA number before a replacement return. Equipment whose reported fault cannot be verified is ineligible for replacement under this warranty. Subject to applicable law, Niveo may repair, replace, or refund eligible products.

Register at niveoprofessional.com/warranty/.

Delivery complaints and other returns

Inspect the goods promptly on delivery. The delivery complaint deadlines, packaging requirements, and ordinary return rules below apply to apparent delivery problems and ordinary returns. Commercial warranty claims are handled under the Product Warranty.

1. In the event of a wrong delivery or delivery of damaged goods, the buyer will be held to lodge a complaint with Netstar in writing (only), such no later than on the seventh day following delivery. This written complaint must include the relevant packing list and is only valid if the packaging is still in the original condition. Once the delivered goods have been mounted and/or processed by the buyer, it is no longer possible to lodge a complaint. Moreover, it is not possible to lodge a complaint in respect of goods from a wrong delivery that have already been processed and/or mounted. After lapse of this term of seven days, the delivered goods are considered to have been delivered in the proper manner and it is no longer possible to lodge a complaint.

2. If the buyer collects goods directly from Netstar, it is only possible to lodge a complaint directly upon surrender of the goods by Netstar to the buyer.

3. Netstar can never be held to take back delivered goods. If, contrary to the above provision, Netstar agrees in writing to take back any goods delivered by it, these goods must be returned undamaged and in the original packaging. The buyer will in such case be held to pay Netstar the costs of returning the goods.

4. If goods are returned for repair outside the commercial warranty, any costs of repair and carriage will be charged to the buyer.

5. The lodging of complaints will never defer payment of the invoice in question.

Article 14. Invalid provisions and/or annulment

If one or more (sub)provisions of these General Terms and Conditions are invalid or annulled, the remaining (sub)provisions will remain in force unimpaired. The parties will in such case agree on a new (sub)provision to substitute the invalid and/or annulled provision(s), which new provision will not be invalid or annulled, and corresponds with the invalid and/or annulled (sub)provision as much as possible.

Article 15. Applicable law and choice of forum

1. All agreements concluded with Netstar are exclusively governed by Dutch law.

2. Applicability of the Vienna Sales Convention is hereby expressly excluded.

3. Save for mandatory provisions to the contrary, the District Court of Rotterdam has sole jurisdiction to take cognisance of any disputes arising from agreements concluded with Netstar.